

LIQUOR LICENSE APPLICATION PUBLIC HEARING PROCEDURES

- I. **Call to Order:** Mayor State the Date: **Tuesday, April 28, 2015**, Time: **7:00 PM** and Place: **the City Council Chambers of City Hall, 201 W. Virginia Avenue in Gunnison, CO.** The purpose of the Public Hearing is to receive input on **the Brew Pub Liquor License Application from High Alpine Brewing Company LLC, dba High Alpine Brewing Company, 111 N. Main Street, Gunnison, CO.**
- II. **Record should reflect the attendance of:**
 - A. City Councilors
 - B. City Manager
 - C. City Attorney
 - D. City Clerk
 - E. Applicant(s)
- III. **Request that the applicant(s) identify him/herself.**
- IV. **Report from the City Clerk/City Attorney:**
 - A. Duties of the Board
 - B. Procedural Aspects of the Hearing
 - C. For the Record:
 1. Proof of Publication - Clerk
 2. Proof of Posting - Clerk
 3. Application – Mayor enter into the record
 4. Preliminary Investigation Report – Clerk review
- V. **Reiteration the Determination of the Neighborhood:**
 - A. “The Incorporated City Limits of Gunnison, Colorado”
- VI. **Applicant’s Testimony**

Note: Enter all Documents Provided into the Record
- VII. **Testimony in Favor** of Application - if any
Testimony in Opposition of Application - if any
- VIII. **Council Agrees to take into consideration the application during the Regular Session Meeting**
- IX. **Close Public Hearing**

**NOTICE OF PUBLIC HEARING
APPLICATION FOR A BREW PUB LIQUOR LICENSE
HIGH ALPINE BREWING COMPANY LLC, dba
HIGH ALPINE BREWING COMPANY**

PURSUANT TO THE LIQUOR LAWS OF THE STATE OF COLORADO: High Alpine Brewing Company LLC, dba High Alpine Brewing Company, 111 N. Main Street, Gunnison, Colorado, has requested the licensing officials of the City of Gunnison to grant a Brew Pub Liquor License for dispensing malt, vinous and spirituous liquor by the drink for on-premises consumption and for selling on-premises brewed malt liquor in sealed containers for off-premises consumption.

A Public Hearing on the application will be held in the **City Council Chambers, second floor of City Hall, 201 West Virginia Avenue, Gunnison, CO, at 7:00 P.M., Tuesday, April 28, 2015.**

Date of Application: March 24, 2015.

Petitions or remonstrances may be filed at the City Clerk's Office, City Hall, 201 W. Virginia Avenue, Gunnison, CO or mailed to: City Clerk, P.O. Box 239, Gunnison, CO 81230, until 5:00 P.M., Tuesday, April 28, 2015.

By order of Gail A. Davidson, City Clerk

/s/Gail A. Davidson

**CITY OF GUNNISON, COLORADO
CITY COUNCIL/LOCAL LICENSING AUTHORITY**

IN THE MATTER OF THE APPLICATION FOR A)	
BREW PUB LIQUOR LICENSE)	
FOR HIGH ALPOINE BREWING COMPANY LLC)	PRELIMINARY
dba HIGH ALPINE BREWING COMPANY)	FINDINGS AND REPORT
111 N. MAIN STREET)	
GUNNISON, CO 81230)	

**TO THE APPLICANT ABOVE-NAMED AND OTHER INTERESTED PARTIES;
GREETINGS:**

Pursuant to Section 12-47-312 C.R.S., you are hereby advised that with regard to the above application for a Brew Pub Liquor License, an investigation has been made, and based on the results thereof the following has been determined:

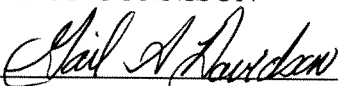
- (1) There has not been a denial of an application at the same location by either the State or the Liquor Licensing Authority of the City of Gunnison within the two years preceding the date of the application on the grounds that the reasonable requirements of the neighborhood were satisfied by the existing outlets.
- (2) It does appear from the evidence submitted by you that you are entitled to possession of the premises where the license is proposed to be exercised.
- (3) Selling Malt, Vinous and Spirituous Liquor by the drink, in the manner proposed in the license application, is not in violation of the zoning, fire and other applicable codes of the City of Gunnison or the laws of the State of Colorado.
- (4) The building where the application proposes to sell malt, vinous and spirituous liquor by the drink for on-premises consumption and to sell malt liquor brewed on the premises in sealed containers for off-premises consumption does not appear to be within 500 feet of any public or a parochial school or the principal campus of any college, university or seminary.
- (5) Within the City Limits where you propose to sell liquor, there are the following existing other outlets:
 - 4 - Beer and Wine Type Licenses
 - 12 - Hotel/Restaurant Type Licenses
 - 5 - Retail Liquor Store Licenses

- 1 - Arts License
 - 0 - Brew Pub Licenses
 - 8- Tavern Licenses
 - 1 - Club Licenses
 - 6 - 3.2% Beer Type Licenses
 - 36 - Total Number of Active Liquor Licenses in City of Gunnison
- (6) According to information of the Police Department of the City of Gunnison, the following records have been found with regard to the following applicant:
- (a) Applicants: A local background check has been conducted and a memo from Gunnison Police Chief Keith Robinson states he has no objections to the issuance of a license. The fingerprint cards for the three principals of the LLC have been mailed to the CBI for a background check, and the City is awaiting results.

The Public Hearing on your application will be held on Tuesday, the 28th day of April, 2015, at 7:00 P.M., in the City Council Chambers of City Hall, 201 W. Virginia Avenue, Gunnison, Colorado. At said hearing, you shall have the opportunity to be heard regarding all matters touching upon your application, including all matters herein set forth.

Dated this 23rd day of April, 2015.

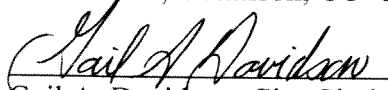
LIQUOR LICENSING AUTHORITY
CITY OF GUNNISON



Gail A. Davidson, City Clerk
City of Gunnison
201 W. Virginia Avenue
Gunnison, CO 81230

CERTIFICATE OF DELIVERY

I hereby certify that I have email/digitally delivered the foregoing "**PRELIMINARY FINDINGS & REPORT**" to the following address: wick@ibarranch.com and have mailed via USPS mail to the following address: High Alpine Brewing Company; 111 N. Main Street, Gunnison, CO 81230



Gail A. Davidson, City Clerk

04/24/2015

Date

Gail Davidson

From: Kathleen Fogo <kathleenfogo@earthlink.net>
Sent: Thursday, March 12, 2015 3:23 PM
To: Gail Davidson
Subject: Liquor License Application - Alpine Brewing Company

Hi Gail – I have reviewed the application for Alpine Brewing Company, LLC, and have a couple of comments. First, although I do not believe it is critical, they should only have the “LLC” box checked in section 1 of the application. In section 17 of the application, the applicant has indicated they have applied for a federal permit? I am not sure why that would be, or if it is in fact true, but if so, they need to attach a copy of the permit or application. In Section 18b, Bryan needs to provide the type of license and license number for the IBar liquor license. Those were the only issues I saw. Please let me know if you have questions or want to discuss further. Thanks, Kathy

Kathleen L. Fogo, Esq.
Kathleen L. Fogo, P.C.
P.O. Box 7200
137 W. Tomichi Avenue, Suite C
Gunnison, CO 81230
Tel. 970-641-0312
Fax 970-812-4907

Memorandum

To: Gail Davidson, City Clerk
From: Keith Robinson, Chief of Police
Date: March 26, 2015
Subject: Application for Brew Pub License
High Alpine Brewing Company

KR



On review of the Brew Pub Liquor License application for High Alpine Brewing Company, 111 N. Main St. I do not find any reason to contest the application base on location or local police department records.

However, on review of the application, Mr. Wickenhauser identifies himself as owner of I Bar Inc. which has a liquor license, although the type is left off the application. Under 12-47-415 Brew Pub license, (5) owners, part owners, shareholders, or persons of interested directly or indirectly in a brew pub license are limited in conduct with any other businesses licensed under article 46 and 47. Relationship with I Bar Inc. should be clarified as part of this application process. I am also aware that the building located at 111 N Main St. has a basement area which is not listed as part of the licensed area in the information provided to the police department for review.

Memorandum

To: Gail A. Davidson, City Clerk, CMC
CC:
From: Eric Jansen, Building Official & Dennis Spritzer, Fire Marshal
Date: 3/17/2015
Re: New Brew Pub Liquor License for High Alpine Brewing Company dba High Alpine
Brewing Company, 111 N. Main St., Gunnison, CO 81230

Gail,

This memo is in response to the request for review of the application and premises located at 111 N. Main St., for the proposed brew pub.

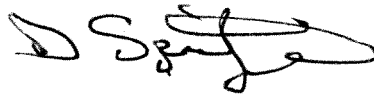
Based on the current Building, Fire, and Zoning regulations, it appears that there are no compliance issues known that would prohibit the issuance of a Liquor License for this establishment.

Sincerely,

Eric Jansen, Building Official



Dennis Spritzer, Fire Marshal



Colorado Liquor Retail License Application

<input checked="" type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
<ul style="list-style-type: none">All answers must be printed in black ink or typewrittenApplicant must check the appropriate box(es)Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquorLocal License Fee \$ <u>1075</u>			
1. Applicant is applying as a/an <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <u>High Alpine Brewing Company LLC</u>		FEIN Number <u>47-2328138</u>	
2a. Trade Name of Establishment (DBA) <u>High Alpine Brewing Company</u>		State Sales Tax Number <u>472328138</u>	Business Telephone <u>970 642-3795</u>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>111 N. Main St</u>			
City <u>Gunnison</u>		County <u>Gunnison</u>	State <u>CO</u>
4. Mailing Address (Number and Street) <u>111 N. Main St</u>		City or Town <u>Gunnison</u>	State <u>CO</u>
5. Email Address <u>Wick@ibarranch.com</u>		ZIP Code <u>81230</u>	ZIP Code <u>81230</u>
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <u>n/a</u>		Present State License Number _____	Present Expiration Date _____
Section A		Section B (Cont.)	
Nonrefundable Application Fees		Liquor License Fees	
<input type="checkbox"/> Application Fee for New License..... \$ 600.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review..... \$ 700.00 <input type="checkbox"/> Application Fee for Transfer..... \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County)..... \$312.50 <input type="checkbox"/> Manager Registration - H & R..... \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern..... \$ 75.00 <input type="checkbox"/> Master File Location Fee..... \$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background..... \$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City)..... \$500.00 <input type="checkbox"/> Optional Premises License (County)..... \$500.00 <input type="checkbox"/> Racetrack License (City)..... \$500.00 <input type="checkbox"/> Racetrack License (County)..... \$500.00 <input type="checkbox"/> Resort Complex License (City)..... \$500.00 <input type="checkbox"/> Resort Complex License (County)..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City)..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)..... \$500.00 <input type="checkbox"/> Retail Liquor Store License (City)..... \$227.50 <input type="checkbox"/> Retail Liquor Store License (County)..... \$312.50 <input type="checkbox"/> Tavern License (City)..... \$500.00 <input type="checkbox"/> Tavern License (County)..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City)..... \$750.00 <input type="checkbox"/> Vintners Restaurant License (County)..... \$750.00	
Section B			
Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R..... \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex..... \$ 75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City)..... \$308.75 <input type="checkbox"/> Arts License (County)..... \$308.75 <input type="checkbox"/> Beer and Wine License (City)..... \$351.25 <input type="checkbox"/> Beer and Wine License (County)..... \$436.25 <input checked="" type="checkbox"/> Brew Pub License (City)..... \$750.00 <input type="checkbox"/> Brew Pub License (County)..... \$750.00 <input type="checkbox"/> Club License (City)..... \$308.75 <input type="checkbox"/> Club License (County)..... \$308.75 <input type="checkbox"/> Hotel and Restaurant License (City)..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)..... \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County)..... \$600.00			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
License Account Number		Liability Information	
Liability Date		License Issued Through (Expiration Date)	
		Total	
		\$	

20. **If applicant is a corporation, partnership, association or limited liability company, applicant must list all officers, directors, general partners, and managing members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR8404-I (Individual History Record), and submit fingerprint cards to their local licensing authority.

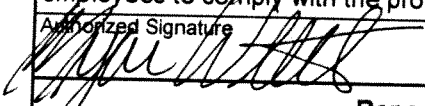
Name Bryan Wickenhauser	Home Address, City & State 414 N Pine St. Gunnison CO	DOB 12/03/72	Position Co-Owner	% Owned 33.3%
Name Jon Brown	Home Address, City & State 412 N 14th B Gunnison CO	DOB 1/22/72	Position Co-Owner	% Owned 33.3%
Name Scott Cline	Home Address, City & State 559 Park Dr. Unit A Gunnison, CO	DOB 8/19/75	Position Co-Owner	% Owned 33.3%
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned

** Limited Liability Companies and Partnerships - 100% of ownership must be accounted for on question #20

** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature 	Printed Name and Title Bryan Wickenhauser	Date 3/9/15
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority 03/20	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- ☒ Been fingerprinted
- ☒ Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date _____

☒ Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

Therefore, this application is approved.

Local Licensing Authority for City of Gunnison		Telephone Number 970-641-8140	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print Gail Davidson	Title City Clerk	Date	
Signature (attest)	Print	Title	Date	

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):		
(a) Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waiver by local ordinance? Other: _____		or <input type="checkbox"/> <input type="checkbox"/>
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>IBAR, Inc</i>		
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord <i>Head Pin Holdings LLC</i>	Tenant <i>High Alpine Brewing Company</i>	Expires <i>1/31/20</i>
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13. <input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.		
Last Name <i>none</i>	First Name	Date of Birth
Last Name _____	First Name	Date of Birth
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/>		
15. Liquor Licensed Drug Store applicants, answer the following:		
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? <input type="checkbox"/> <input type="checkbox"/>		
If "yes" a copy of license must be attached.		
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation		
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/>		
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? <input type="checkbox"/> <input type="checkbox"/>		
(c) How long has the club been incorporated? <input type="text"/>		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? <input type="checkbox"/> <input type="checkbox"/>		
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:		
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) <input checked="" type="checkbox"/> <input type="checkbox"/>		
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)		
Last Name of Manager <i>Wickenhauser</i>	First Name of Manager <i>Payan</i>	Date of Birth <i>12/03/72</i>
18b. Does this manager acts as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. <input checked="" type="checkbox"/> <input type="checkbox"/>		
Type of License <i>Tavern</i>	Account Number <i>4701405</i>	
19. Tax Distrain Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distrain issued to them by the Colorado Department of Revenue? <input type="checkbox"/> <input checked="" type="checkbox"/>		
If yes, provide an explanation and include copies of any payment agreements.		

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

High Alpine Brewing Company

2. Your Full Name (last, first, middle)

Wickenhauser, Bryan, Scott

3. List any other names you have used.

4. Mailing address (if different from residence)

414 N. Pine St. Gunnison, CO 81250

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER		CITY, STATE, ZIP	FROM	TO
Current	414 N. Pine St.	Gunnison, CO 81250	2/1/04	Present
Previous				

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
I Bar, Inc	850 County Rd 49 Gunnison, CO 81250	Owner	2/1/13	Present
Midwest Leasing Inc	414 N. Pine St. Gunnison CO 81250			

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
none			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

I Bar, Inc owner

☒ Yes ☐ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

☐ Yes ☒ No

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

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1. Name of Business

High Alpine Brewing Company

2. Your Full Name (last, first, middle)

Cline, Scott, Aaron

3. List any other names you have used.

4. Mailing address (if different from residence)

PO Box 2374 Crested Butte, CO 81224

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER		CITY, STATE, ZIP	FROM	TO
Current	59 Park Drive Unit A	Gunnison, CO, 81230	07/14	Present
Previous	148 Elcho Avenue #16	Crested Butte, CO, 81224	07/12	07/14

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
See Attached				

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

☐ Yes ☒ No

INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

HIGH ALPINE BREWING COMPANY

2. Your Full Name (last, first, middle)

BROWN JON MICHAEL

3. List any other names you have used.

4. Mailing address (if different from residence)

SAME

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER		CITY, STATE, ZIP	FROM	TO
Current	412 N. 14TH	GUNNISON CO 81230	8/06	PRESENT
Previous				

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
GITO GUIDES OF CO	PO Box 7152 GUNNISON CO 81230	OWNER	8/06	PRESENT

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

☐ Yes ☒ No

LEASE

THIS LEASE is dated effective the 1st day of February, 2015, and is made and entered by and between **Head Pin Holdings, LLC** ("Landlord") whose address is 412 N 14th St B, Gunnison, and **High Alpine Brewing Company** ("Tenant") whose address is 412 N 14th St B, Gunnison, Colorado 81230.

In consideration of the covenants and agreements of the respective parties herein contained, the parties agree as follows:

1. Leased Premises: The Landlord does hereby lease to the Tenant, and the Tenant leases from the Landlord, that property known as the 111 North Main Street Gunnison, CO 81230.

2. Term: The term of the Lease shall be for the period of five years, commencing on the date of this Lease, and ending at 5:00 p.m. on February 1st, 2020, together with the option to renew the lease annually for an additional five terms of one year each under the terms and conditions hereinafter described.

3. Responsibilities/division of income:

a. Tenant shall be responsible for all operating expenses of the business operation, including, but not be limited to, payment of utilities, refuse disposal, labor, food costs, payments to, and costs of, entertainers, ordinary building and personal property maintenance, sales and withholding taxes, costs of liability insurance and all other operating and maintenance expenses with respect to the Leased Premises.

b. A security deposit is not paid under this lease. Nevertheless, Tenant covenants and promises that it will perform all covenants and conditions of this Lease to be kept and performed by Tenant, and that it will keep the Leased Premises in good condition pursuant to the requirements of this Lease. If, at the termination of the Lease, the leased Premises are not in proper condition or damaged, Landlord shall give written notice of the damage or unsatisfactory condition to Tenant within 90 days of the termination of the Lease, stating a price for the damages, and Tenant shall pay such damages within 30 days.

c. Tenant shall pay to Landlord on the first day of each and every month there after, beginning March 1st 2015. \$1,885.00/Month, plus pro-rated property taxes (\$371.00/Month), Property Insurance (\$190.00/Month) for a total of \$2,445.00/month

Insurance:

a. The Landlord shall insure the building, including the Leased Premises, and keep it insured at all times during the term of this Lease or any renewal thereof, against fire and extended coverage hazards, during the term hereof, in an aggregate amount of not less than the fair value of the building, with a licensed casualty insurance company authorized to do business in the State of Colorado. The beneficiary of the insurance shall be Head Pin Holdings, LLC.

b. The Tenant shall insure his business and the Leased Premises, and keep the same insured during the term hereof, against premises liability with coverage limits as follows:

- c.
- | | |
|------------------|--|
| Bodily Injury: | \$1,000,000.00 per person
\$3,000,000.00 per occurrence |
| Property Damage: | \$5,000.00 per person
\$15,000.00 per occurrence |

The Landlord shall be named as an additional insured and Tenant shall provide Landlord with proof of insurance in the form of a certificate thereof issued by the insurance company within 10 days hereof. Renewal or change in insurance shall require the same proof and there shall be no lapse in coverage during the term hereof.

4. Repair and Care of the Leased Premises: The Tenant shall not commit waste to the Leased Premises and personal property. The Tenant agrees to keep the Leased Premises in good condition and repair, to clean and maintain the interior of the bathrooms and kitchen and to maintain the grounds as the same may or might be necessary in order to maintain the Leased Premises in a clean, attractive and sanitary condition. Any failure to comply with this Agreement shall be a default under the Lease. Any failure to comply with this Agreement shall be a default under the Lease. The Tenant shall not undertake any remodeling or construction within or upon any buildings, or affix anything to the Leased Premises which might affect the walls, ceiling, floors, electrical, plumbing or other utility systems within the Leased Premises or the rest of the building without first obtaining Landlord's written consent. The Landlord agrees to repair any existing defects in or damage to the structural components of the Leased Premises, including exterior walls, floor joists, roof and foundations, and to repair any defects in the plumbing, heating or electrical systems, as well as any damage that may result from the acts of the Landlord or its representatives. All proceeds of insurance provided for in Paragraph 4 herein shall be available for and shall be used for any repairs required to be made hereunder. The repair obligation of the Landlord does not apply to any condition requiring repair caused by ordinary use by the Tenant or wrongful or negligent acts or omissions of Tenant, its agents, customers, employees or invitees, in

which event Tenant will bear the cost of such repairs. Landlord shall not be liable for the interruption of heating, plumbing, air conditioning, electrical systems, or other services, if any, by causes beyond Landlord's control or when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the judgment of Landlord for as long as may be reasonably required by reason thereof. No such interruption of service shall be deemed a default by Landlord nor shall it be deemed an eviction or disturbance of Tenant's use or quiet enjoyment of the Leased Premises.

Tenant shall pay before delinquency all costs for work done or caused to be done by Tenant on the Leased Premises which could result in any lien or encumbrance on Landlord's interest in the Leased Premises or any part thereof. If any such lien or encumbrance is filed against the Leased Premises or the Property and Tenant shall fail to cause such lien to be discharged of record within thirty (30) days after Tenant receives written notice of its filing, whether by payment or posting of a statutory surety bond with the appropriate court, Landlord may, at its option, pay such charge and related costs and interest, and the amount paid, together with reasonable attorneys' fees incurred by Landlord, shall be immediately due from Tenant to Landlord.

5. Damage or Destruction: If the Leased Premises shall be damaged or destroyed by fire or other casualty in an amount exceeding 40 percent of their fair market value, or in such a manner as to prevent the Tenant's conduct of business for a period in excess of three weeks during the business operating season, then Tenant may terminate this Lease upon written notice to the Landlord. If the Leased Premises or the buildings shall be damaged or destroyed, but such damage or destruction shall not cause a termination of this Lease, then the Landlord and Tenant, subject to the rights and obligations set forth in Paragraph 5 above, shall promptly repair all such damage and restore the Leased Premises and buildings using therefor any and all insurance proceeds, subject to delays due to adjustments in insurance claims, strikes and other causes beyond the parties' control.

6. Injuries and Property Damage: The Tenant agrees to indemnify and hold harmless the Landlord from any and all claims (including claims of the Tenant) of any kind or nature arising from the Tenant's use of the Leased Premises or the conduct of its business during the term hereof except as such might result from the negligence of Landlord or representatives, or from defects in the structural components of the Leased Premises. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons upon the Leased Premises, from any cause other than the negligence of Landlord, its agents, servants or employees, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Leased Premises.

Landlord or Landlord's agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water or rain or

any other cause whatsoever, unless caused by or due to the negligence of Landlord, their agents, servants or employees.

7. Right of First Refusal: The Landlord in consideration of the performance of all the covenants and agreements hereof to be performed by the Tenant, hereby gives the Tenant a right of first refusal to purchase the Leased Premises (the "Right of First Refusal") as set forth below.

In the event that Landlord shall at any time during the term hereof desire to sell the demised premises pursuant to any bona fide offer which it shall have received, it shall offer them to Tenant at the same price and terms as that contained in such bona fide offer. Tenant shall have five (5) days from and after receipt thereof to decide whether or not to purchase the demised premises at such price. If Tenant shall give notice of intent not to purchase or shall give no notice within the time herein limited, Landlord may accept such offer and proceed with the sale thereunder. If Tenant notifies Landlord within said time that it elects to purchase the demised premises at such price, the parties shall proceed with the closing in accordance with the terms and conditions contained in the bona fide offer. Any such sale to a third party shall be subject to the terms of this lease.

8. Notices: All payments, notices or other communications provided for herein shall be deemed delivered when mailed, postage prepaid and first class certified mail, return receipt requested, to the following addresses or such other addresses as the parties may designate by notice in writing from time to time:

LANDLORD: Head Pin Holdings LLC
 412 N 14th Unit B
 Gunnison CO 81230

TENANT: High Alpine Brewing Company
 412 N 14th Unit B
 Gunnison, CO 81230

9. Default: If the Landlord or Tenant shall default in the fulfillment of any of the covenants and conditions hereof, the non-defaulting party at his option after fifteen (15) days prior notice to the defaulting party may make performance for the defaulting party and for this purpose advance such amounts as may be necessary to cure such default. Any amounts advanced or expense incurred or sum of money paid by the non-defaulting party to comply with any covenant, agreement, obligation or provision of this Lease or in defending any action to which the defaulting party may be subjected by reason of any such failure, or for any reason, shall be due and payable to the non-defaulting party on demand.

If a party shall default in fulfillment of any of the covenants or conditions of the Lease and any such default shall continue for a period of thirty (30) days after written

notice, then the other party may at its option terminate this Lease by giving the defaulting party written notice of such termination and, thereupon, this Lease shall expire as fully and completely as if that date was definitely fixed for expiration of the term of this Lease, and the Tenant shall then quit and surrender the Leased Premises. If such default cannot be remedied within the period of thirty (30) days, by use of reasonable diligence, then such additional time shall be granted as may be necessary, provided the defaulting party takes immediate action upon the receipt of the notice, and proceeds diligently to remedy the default.

In the event either party is required to enforce the terms of the Lease or to recover damages for breach hereof by suit or otherwise, the party at fault shall pay the cost and expenses incident thereto, including reasonable attorney's fees.

10. Operation in Event of Default: In the event Tenant is in default under this Agreement and Landlord resumes operation of the business, Tenant agrees that Landlord may operate as manager under the Tenant's liquor license until Landlord may obtain a liquor license in Landlord's name.

11. Surrender of Premises: The Tenant agrees to surrender up the Leased Premises and leased personal property at the expiration or sooner termination of this Lease, or any extension thereof, in the same condition, ordinary wear and tear and damage by the elements excepted. The Landlord agrees that any fixtures, equipment or personality of any nature owned or installed by the Tenant shall not become a leasehold improvement, but may be removed by the Tenant at the expiration of the term of this Lease or any extension thereof, so long as such can be removed from the Leased Premises without substantially damaging the Leased Premises, and so long as the Tenant has then performed all of his duties hereunder. All the keys to the buildings and Leased Premises must be delivered to the Landlord at termination.

12. Holdover: Should the Tenant holdover the Leased Premises or any part thereof after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute a tenancy for month to month only, and the Tenant shall pay as rental such amounts as would have been paid as if the term of the lease continued for the next year.

13. Right of Entry by Landlord: The Tenant at any time during the term of this Lease shall permit inspection of the Leased Premises during reasonable business hours by the Landlord's agents, or representatives for the purpose of ascertaining the condition of the Leased Premises and compliance by Tenant with the provisions of paragraph 5 of this Lease. The Tenant shall, upon request by Landlord, provide proof of performance of his duty to pay personal property and sales taxes. Should Tenant refuse to provide such proof, Landlord may then demand the right to inspect its books and records to ascertain whether or not Tenant has paid all personal property and sales taxes.

14. Use of Leased Premises. Use of the Leased Premises shall be strictly limited to the entertainment and food business and use for weddings and wedding receptions, reunions, etc, or anything substantially similar, for which the Leased Premises have previously been used. Different uses shall be allowed only upon consent of the Landlord. No other business or personal use of the Leased Premises may be undertaken by Tenant without first obtaining the Landlord's written consent, which consent may be withheld and refused by Landlord in Landlord's sole and complete discretion. Any illegal activity upon the Leased Premises by Tenant shall be a default under this Lease giving Landlord the right to terminate this Lease. Tenant, at its own expense, will comply with all federal, state, municipal and other laws, ordinances, rules and regulations applicable to the Leased Premises and the business conducted therein by Tenant; will not engage in any activity which would cause the fire and extended coverage insurance to be canceled or the rate therefor increased (or, at Landlord's option, will pay any such increase); will not commit any act which is a nuisance or annoyance to the Landlord or to other tenants, or which might in the exclusive judgment of Landlord, appreciably damage Landlord's goodwill or reputation, or tend to injure or depreciate the buildings; will not commit or permit waste on the Leased Premises or buildings; and will not paint, erect or display any sign, advertisement, placard or lettering in the common areas of the Company Store without Landlord's written prior approval.

After commencement of this lease, Tenant, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business during the term of this Lease, or for the making of repairs, alterations, improvements or additions, and Landlord, where necessary will cooperate with Tenant in applying for all such permits or licenses, but Landlord shall incur no costs or expenses therefor.

Any liquor license used in the Leased Premises, applicable insurance, and utilities must be in Tenant's name.

Tenant, upon payment of the required amounts hereunder and performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly hold and enjoy the Leased Premises during the full term of this Lease. Landlord shall reasonably endeavor to insure Tenant's quiet enjoyment, but Landlord shall not be responsible for the acts or omissions of any third party that may interfere with Tenant's use and enjoyment of the Leased Premises, so long as such acts or omissions of such third party are beyond Landlord's control.

Tenant shall supply Landlord each month copies of P & L and paid sales tax receipts for the business operations conducted on the Leased Premises. Such copies may either be hand delivered, mailed, delivered by courier, or faxed to Landlord's office.

15. Assignment/Subletting: The within lease is personal to the Tenant and it may not sublet or assign any interest created by this Lease or any portion of the Leased Premises, either directly or indirectly, whether by lease, sublease, contract or otherwise, without first obtaining Landlord's written consent. This includes an assignment of the

rights and obligations hereunder to any business entity created by any members of the Tenant. Any assignment, sublet, encumbrance, pledge or use as collateral made or given in violation hereof shall be null and void and without force or effect and shall be deemed a breach of this entire Lease. If any consent is given under this Article by Landlord, Tenant's obligations hereunder shall continue in full force and effect in accordance with all the terms of this Lease unless written consent by Landlord expressly releases Tenant therefrom. For purposes of this paragraph conveyance of a controlling interest in a corporation, partnership or limited liability company comprising the Tenant shall constitute an assignment of interest under this paragraph.

16. Abandonment: If the Tenant fails to keep the Leased Premises open for business during regular business hours for a period in excess of 30 days, during the anticipated period of operation from May 1 through September 30, without prior permission of the Landlord first obtained, then Landlord may, but need not, assume the Leased Premises to be abandoned by the Tenant, declare a termination of the Lease and retake possession of the Leased Premises.

17. Goods, Fixtures, etc. of Tenant: Tenant shall remove all of its goods, fixtures, and the like prior to termination, and any such left by the Tenant after termination may be destroyed, stored or sold by Landlord, in any manner determined by Landlord in its sole discretion, and any costs by Landlord in so doing shall be Tenant's obligation. Tenant shall not make any alterations or improvements to the Leased Premises without Landlord's prior written approval which approval shall not be unreasonably withheld. Any alterations or improvements to the Leased Premises made by Tenant, with the exception of trade fixtures installed by Tenant, shall become the property of Landlord and shall be surrendered to Landlord upon termination of this Lease. Landlord, at its option, may require Tenant to remove any physical additions and or alterations to which Landlord has not previously consented in accordance with this paragraph, in order to restore the Leased Premises to the condition existing at the time Tenant took possession thereof. All costs of such removal and repair shall be borne by Tenant.

18. Sales and Withholding Taxes: Tenant will timely file sales and employee withholding tax returns and submit all payment to Local State and Federal authorities. At the time each such return or payment form is transmitted to the taxing authority a true copy thereof shall be delivered to the Landlord.

19. Time: Time is of the essence of this Lease and every term, covenant and other condition herein contained.

20. Law and Venue: Any controversy arising under the Lease shall be resolved pursuant to the laws of the State of Colorado, and any action brought hereunder shall be brought in the courts in the County of Gunnison and State of Colorado.

21. Binding Effect: This agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto.

22. Waiver: Neither acceptance of rent by Landlord nor failure by Landlord to complain of any action, non-action or default of Tenant shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Leased Premises shall not constitute an acceptance of surrender of the Leased Premises.

The failure of Landlord to insist upon the strict performance of any of the terms, conditions and covenants herein contained shall not be construed or deemed to be a waiver of any rights or remedies of Landlord under this Lease and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants of this Lease by Tenant.

23. Severability: If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws in effect during the term of this Lease, then, and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

24. Entire Agreement: This written agreement contains the entire and only agreement between Landlord and Tenant, and no oral statements or representations not contained in this Agreement shall be of any force and effect between said parties. This Lease shall not be modified or amended in any manner except by written instrument executed by the parties.

25. Captions: Landlord and Tenant agree that the headings and captions contained in this Lease are inserted for the convenience of reference only and are not to be deemed a part of, nor to be used in, construing this Lease.


26. Force Majeure: In the event Landlord or Tenant shall be delayed or hindered in or prevented from performing any of the agreements, provisions or covenants required hereunder by restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of Landlord or Tenant, in performing work or doing acts required under the terms of this Lease, then performance of such act shall be extended for a period equivalent to the period of such delay.

27. Date: The parties hereto have executed this Lease as of the date first above written.

LANDLORD:

Head Pin Holdings, LLC

By: Bryan Wickhauser



Co-Manager

TENANT:

High Alpine Brewing Company

By: JON BROWN



Co-Manager

GENERAL WARRANTY DEED

MADDALENA VENTURES, LLC, a Colorado limited liability company for the consideration of ten dollars and other valuable consideration in hand paid, hereby sell(s) and convey(s) to **HEAD PIN HOLDINGS, LLC**, a Colorado limited liability company, whose address is 412 North 14th B, Gunnison, Colorado 81230, the following real property in the County of Gunnison, and State of Colorado, to wit:

Lot 15, Block 21, TOWN OF GUNNISON, according to the **ORIGINAL** Plat filed of record on **March 9, 1880** in the office of the **County Clerk and Recorder**,

**City of Gunnison,
County of Gunnison,
State of Colorado,**

with all its appurtenances, and warrants title to the same subject to:

1. Unpatented mining claims; reservations or exceptions in patents; water rights, claims or title to water;
2. Terms and conditions in Party Wall Agreement as set forth in instrument recorded in Book 241 at page 46;
3. Terms and conditions in Party Wall Agreement as set forth in instrument recorded in Book 724 at page 274;
4. Taxes and assessments for 2015 due and payable the following year.

Signed this 27 day of January, 2015.

MADDALENA VENTURES, LLC, a Colorado limited liability company

By: 

Carol L. Realini, Manager

STATE OF California)
County of San Mateo) ss.

The foregoing instrument was acknowledged before me this 27 day of January, 2015, by Carol L. Realini as Manager of Maddalena Ventures, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 08/05/2017


Notary Public

**OPERATING AGREEMENT
OF
HIGH ALPINE BREWING COMPANY**

THIS OPERATING AGREEMENT is made as of November 14, 2014, by all of the Members of High Alpine Brewing Company (the "Company"). In consideration of our mutual promises and for other good and valuable consideration, we agree as follows with respect to the administration and regulation of the affairs of the Company.

ARTICLE I. FORMATION

1.1 Formation. The Company was formed on November 14, 2014, by filing Articles of Organization with the Colorado Secretary of State pursuant to the Colorado Limited Liability Company Act (the "Act").

1.2 Company Name. The name of the Company is **High Alpine Brewing Company**.

1.3 Office and Agent. The address of the registered agent of the Company is 412 N. 14th B, Gunnison, Colorado 81230, and its initial registered agent is Jon M. Brown. The Company may subsequently change its registered agent's address or registered agent in accordance with the Act.

1.4 Terms. The Company will continue until its dissolution (under Article XII) and liquidation (under Article XIII).

ARTICLE II. PURPOSES AND POWERS

2.1 Principal Purpose. The principal purposes of the Company are to engage in the business of brewing and selling beer products and any lawful business related thereto for which a limited liability company may be organized under the Act.

2.2 Powers. Subject to the other provisions of this Agreement, the purposes of the Company may be accomplished through the powers set forth in section 7-80-104, C.R.S., as it may be amended from time to time, and through all lawful powers, activities and rights which are necessary, convenient or advisable to the conduct of its business.

ARTICLE III. MEMBERS

3.1 Initial Members. The names and addresses of the initial Members of the Company are:

Bryan Wickenhauser
414 N. Pine
Gunnison, Colorado 81230

Jon M. Brown
412 N. 14th B
Gunnison, Colorado 81230

Scott Cline
Post Office Box 2374
Crested Butte, Colorado 81224

The address of any Member may be changed by notice to the other Members.

3.2 New Member. New Members may be admitted to the Company only upon a majority vote of the Members based on their membership interests or unanimous written consent of all Members and on such terms which are in compliance with the provisions of Article XIV below.

ARTICLE IV. CAPITAL OF THE COMPANY

4.1 Capital Accounts. A separate capital account will be maintained for each Member. Subject to the other provisions of this Agreement, the capital account of a Member equals:

- (a) The initial capital contributed by such Member,
- (b) Increased by any additional capital contribution of such Member and such Member's share of net profits, and
- (c) Decreased by such Member's share of net losses and distributions.

Appropriate charges and credits will be made to capital accounts in accordance with generally accepted accounting principles consistently applied.

4.2 Initial Contributions. Each initial Member agrees to contribute to the Company:

See attached Exhibit A and by this reference incorporated herein.

4.3 No Additional Contributions. Except upon the affirmative vote of a majority of the Members based on their membership interests and upon such terms and conditions as they may agree, no additional capital contributions will be required or permitted from any Member unless otherwise required by law.

4.4 Transfer. If all or part of any ownership interest is transferred in accordance with the terms of this Agreement entered into on the same date as this Agreement, the capital account of the transferor that is attributable to the transferred interest will carry over to the transferee.

4.5 No Withdrawal. Except as specifically provided in this Agreement, no Member will be entitled to withdraw all or any part of such Member's capital from the Company or, when such withdrawal of capital is permitted, to demand a distribution of property other than money. In addition, no Member will be entitled to resign or retire from the Company except as provided in this Agreement.

4.6 Withdrawal of Capital. No Member may receive any part of such Member's capital contribution out of the Company assets unless all of the following conditions are satisfied:

(a) The Company has paid, or there remains sufficient assets in the Company to pay, all liabilities of the Company (exclusive of any liability to Members on account of their capital contributions);

(b) Such return of capital is provided for in this Agreement or all Members consent; and

(c) This Agreement is amended to set forth the withdrawal or reduction, or the Articles are canceled.

4.7 No Interest on Capital. No Member will be entitled to receive interest on such Member's capital contributions or capital account.

4.8 Loans by Members. The Company may borrow money from any Member for Company purposes. Any such amount will be repaid on demand or upon such terms as the Company and such Member may agree (provided that the interest rate will at least equal the rate required to avoid imputed interest for federal income tax purposes). Any such advance or loan will be treated as indebtedness of the Company, and will not be treated as a capital contribution by a Member.

4.9 No Drawing Accounts. The Company will not maintain a drawing account for any Member, unless unanimously agreed by the Members. All distributions to Members will be governed by Article VI (relating to distributions), and by other pertinent provisions of this Agreement.

ARTICLE V. PROFITS AND LOSSES

5.1 Determination. The determination of the net profits and losses of the Company (and the amount of each item of income, gain, loss and deduction) will be made in accordance with the Company's method of accounting and, to the extent otherwise applicable, in accordance with generally accepted accounting principles consistently applied.

5.2 Profits and Losses. The profits and losses of the Company for each fiscal year will be allocated among the Members in proportion to their ownership interests. The ownership interest of each Member includes all of the interests such Member has in the Company, including such Member's interest in the profits and losses of the Company, such Member's capital account interest, and all other rights and obligations of such Member expressed as a percentage interest. Upon formation of the Company, the ownership interests are as follows:

<u>Member</u>	<u>Ownership Interest</u>
Bryan Wickenhauser	33 1/3%
Jon M. Brown	33 1/3%
Scott Cline	33 1/3%
<hr/>	
TOTAL	100%

5.3 Tax Allocations. For federal and state income tax purposes, all items of Company income, gain, loss, deduction or credit (except as provided in the following sentences) will, to the extent possible, be allocated among the Members in the same manner as profits and losses. In accordance with Section 704(c) of the Internal Revenue Code (the "Code") and applicable regulations, all such items with respect to appreciated or depreciated property contributed to the Company will be allocated among the Members so as to take account of the variation between the tax basis of the property to the Company and its fair market value at the time of contribution. The Members contemplate that the Company may incur nonrecourse debt (in which no Member bears the economic risk of loss) or Member nonrecourse debt (in which one or more Members separately bear the economic risk of loss). If such debt is incurred, the Members agree to negotiate in good faith to amend this Agreement to comply with the Treasury Regulations under

Section 704(b) and Section 752 of the Code so that items of loss or deduction attributable to those liabilities will be allocated in proportion to ownership interests (with respect to nonrecourse debt) or to those Members bearing the economic risk of loss (with respect to Member nonrecourse debt). Absent any such written amendment which is agreed to by the Members, this Agreement shall be deemed amended in an equitable manner as is necessary to comply with the Treasury Regulations under Section 704(b) and Section 752 of the Code. In making such determination, the Company may rely on the written advice (a copy of which shall be furnished to each Member) of the Company's accountants or tax counsel with respect to required or permissible allocations and capital account adjustments.

5.4 Varying Interests. If there is a change in ownership interests during any fiscal year, all profit and loss items which are incurred in the ordinary course of business will be allocated between the transferor and the transferee in proportion to the number of days such interest is held; provided that, any sale, exchange or other disposition of any substantial Company asset will not be considered as made in the ordinary course of business and any gain or loss attributed to such transaction will be allocated to the person owning the ownership interest at the time such gain or loss is recognized by the Company for federal income tax purposes.

ARTICLE VI. DISTRIBUTIONS

6.1 Operating Distributions. On or before the end of each fiscal year, the Company will distribute its net profits and losses to the Members in proportion to their ownership interests.

6.2 Payment. All distributions will be made to Members owning ownership interests on the date of distribution, as reflected on the books of the Company.

6.3 Withholding. If required by the Code or by state or local law, the Company will withhold any required amount from distributions to a Member for payment to the appropriate taxing authority. Any amount so withheld from a Member will be treated as a distribution by the Company to such Member.

ARTICLE VII. MANAGEMENT

7.1 Management. Management of the Company is vested exclusively in its Members in proportion to their ownership interests. All Members shall be Managers of the Company. The Members may name a Member to act as Manager for day-to-day decisions.

7.2 Vote. Except as otherwise specifically set forth elsewhere in this Agreement, all decisions of the Company will be made by a majority vote of the Members based on their membership interests.

7.3 Efforts of Members. Each Member will devote such time and effort to the Company's business as the Members determine to be necessary or desirable to promote the successful operation of the Company.

7.4 Reimbursement. The Members will be reimbursed by the Company for all expenses incurred on behalf of the Company.

7.5 No Compensation. No Member will be paid compensation for services rendered other than such Member's share of Company profits.

ARTICLE VIII. MEETINGS OF MEMBERS

8.1 Annual Meeting. No annual meeting of the Company is required.

8.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, may be called by any Member.

8.3 Place. The Members may designate any place within or without Colorado as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting is otherwise called, the place of meeting will be the address of the registered agent of the Company.

8.4 Notice. Written notice of any annual meeting determined by resolution of the Members or of any special meeting must be given not less than five (5) days nor more than thirty (30) days before the date of the meeting. Such notice will state the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice must be given either by personal delivery, by mail, by fax or by other method capable of document transmission, by or at the direction of the Member calling the meeting to each Member entitled to such notice. Any Member may waive, in writing, any notice required to be given to such Member, whether before or after the time stated in such notice.

8.5 Manner of Acting. If all Members are present, the affirmative vote or action of Members as set forth in Article VII will be the act of the Company.

8.6 Proxies. At all meetings of Members, a Member may vote in person or by written proxy which is signed by the Member or by a duly authorized attorney-in-fact. Such proxy must be filed with the Company before or at the time of the meeting. No proxy will be valid after eleven (11) months from the date of its signing unless otherwise provided in the proxy.

8.7 Meetings by Telephone. The Members may participate in a meeting by means of conference telephone or similar communications equipment by which all Members participating in the meeting can hear each other at the same time. Such participation will constitute presence in person at the meeting and waiver of any required notice.

8.8 Action Without a Meeting. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by unanimous written consent describing the action taken, signed by the Members.

ARTICLE IX. LIABILITY OF A MEMBER OR MANAGER

9.1 Limited Liability. No Member or Manager of the Company is liable under a judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company.

9.2 Capital Contribution. Each Member is liable to the Company for:

- (a) The initial capital contribution agreed to be made under Article IV;
- (b) Capital that has been wrongfully or erroneously returned to such Member in violation of the Act, the Articles, this Agreement; and
- (c) Any money or other property wrongfully paid or conveyed to such Member on account of such Member's capital contribution.

9.3 Return of Capital. When a Member has rightfully received the return of all or part of such Member's capital contribution, the Member is nevertheless liable to the Company to return such capital, with reasonable interest, to the extent needed by the Company to discharge its liability to its creditors who extended credit or whose claims arose prior to such return of capital.

ARTICLE X. INDEMNIFICATION

10.1 **Indemnification.** The Company will indemnify and hold harmless each Member from a loss, liability or damage actually and reasonably incurred or suffered by any such Member by reason of any act performed or omitted to be performed, or alleged to have been performed or omitted, by such Member in connection with the business of the Company; provided that, no Member whose action or omission to act caused the loss, liability or damage incurred or suffered may receive indemnification or avoid liability with respect to any claim, issue or matter as to which there is a final determination that such Member acted in bad faith, gross negligence or willful misconduct. A final determination means an order of any court or arbitration panel that is not appealed. This right of indemnification includes any judgment, award, settlement, cost, expenses and reasonable attorneys' fees incurred in connection with the defense of any actual or threatened claim or action based on any such act or omission.

10.2 **Payment.** Any such indemnification will only be paid from the assets of the Company, and will be made promptly following the fixing of the loss, liability or damage incurred or suffered by final judgment of any court, arbitration, settlement, contract, or otherwise (provided that attorneys' fees and costs may be paid as incurred).

10.3 **Liability Limitation.** A Member will not be liable to the Company for any loss, liability or damage suffered or incurred by the Company, directly or indirectly, because of any act or omission made by such Member in good faith and in the absence of gross negligence and willful misconduct.

ARTICLE XI. ACCOUNTING AND REPORTING

11.1 **Fiscal Year.** For income tax and accounting purposes, the fiscal year of the Company will end on December 31 in each year (unless subsequently changed as provided in the Code).

11.2 **Accounting Method.** For income tax and accounting purposes, the Company will use the method of accounting determined by its accountant or as the Company otherwise determines, and if permitted by the Code.

11.3 **Returns.** The Company will cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code, as well as all other tax returns required in each jurisdiction in which the Company does business.

11.4 Tax Elections. The Company may make or revoke any tax election; provided that, the Company will make the election under Section 754 of the Code (relating to the optional adjustment to the tax basis of Company property) upon the written request of any Member.

11.5 Reports. The Company books will be closed at the end of each fiscal year and statements prepared showing the financial condition of the Company and its profits or losses from operations. Copies of these statements will be given to each Member. In addition, as soon as practicable after the close of each fiscal year, and in any event within ninety (90) days after the end of each fiscal year, the Company will provide each Member with all necessary tax reporting information.

11.6 Banking. The Company may establish one or more bank accounts and safe deposit boxes. The Company may authorize the persons to sign checks on and withdraw funds from such bank accounts and to have access to such safe deposit boxes, and may place such limitations and restrictions on such authority as the Company deems advisable.

ARTICLE XII. DISSOLUTION OF THE COMPANY

12.1 Dissolution. The Company will be dissolved upon the happening of any of the following events:

- (a) The maximum period of duration which is hereafter authorized by law;
- (b) The written consent of all Members;
- (c) The sale of all or substantially all of the Company's assets; or
- (d) An event of withdrawal of a Member (as defined in Section 12.2), unless the Company is continued as provided in Section 12.3.

12.2 Event of Withdrawal. An event of withdrawal of a Member occurs when any of the following occurs:

- (a) The death of a Member (or the death of both individuals holding a membership interest);
- (b) The entry by a court of competent jurisdiction of an order adjudicating such Member to be unable to manage such Member's person or estate if the membership interest is held by one person;

(c) The written statements by two licensed physicians that a Member is unable to give prompt and intelligent consideration to business matters if the membership interest is held by one person;

(d) The bankruptcy of any Member (or both individuals holding a membership interest);

(e) The withdrawal of a Member under the terms of this Agreement; or

(f) Any other event which terminates the continued membership of a Member in the Company under the Act.

12.3 Continuation. Upon the happening of an event of withdrawal of a Member under Section 12.2, the Company may be continued if all the remaining Members agree in writing to continue the business of the Company as Members under the Articles and this Agreement.

ARTICLE XIII. LIQUIDATION

13.1 Liquidation. Upon dissolution of the Company, the Company shall file a statement of dissolution to dissolve with the Colorado Secretary of State as provided in the Act and immediately wind up its affairs and liquidate. A reasonable time shall be allowed for the orderly liquidation of the Company and the discharge of liabilities to creditors so as to enable the Company to minimize any losses attendant upon liquidation. Any gain or loss on disposition of any Company assets in liquidation shall be credited or charged to the Members' capital accounts in accordance with Articles IV and V.

13.2 Priority of Payment. The assets of the Company shall be distributed in liquidation of the Company in the following order:

(a) To creditors by the payment or provisions for payment of the debts and liabilities of the Company (other than loans or advances that may have been made by any of the Members to the Company) and the expenses of liquidation;

(b) To the setting up of any reserves that are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

(c) To the repayment of any loans or advances that may have been made by any Member to the Company (proportionally if the amount available for such repayment is insufficient for payment in full);

(d) To the payment to the Members of their respective capital accounts as adjusted for their respective shares of liquidating profits and losses; and

(e) The balance, if any, to the Members in the ratio of their ownership interests.

13.3 Distributions to Members. Distributions in liquidation due to the Members may be made by either or a combination of the following methods: (a) selling the Company assets and distributing the net proceeds, or (b) distributing the Company assets to the Members at their net fair market value in kind. Any liquidating distribution in kind to the Members may be made either by a pro rata distribution of undivided interests or, if the Members unanimously agree in writing, by non pro rata distribution of specific assets at fair market value on the effective date of distribution. Any distribution in kind may be made subject to, or require assumption of, liabilities to which such property may be subject, but only upon the express written agreement of the Member receiving the distribution. Each Member hereby agrees to save and hold harmless the other Members from such Member's share of any and all such liabilities which are taken subject to or assumed. Appropriate and customary prorations and adjustments shall be made incident to any distribution in kind.

13.4 Deficit Capital Account. Except as otherwise specifically provided in Section 9.2 or 9.3, nothing contained in this Agreement shall impose on any Member an obligation to make an additional capital contribution in order to restore a deficit capital account upon liquidation of the Company. Each Member will look solely to the assets of the Company for the return of such Member's capital contribution.

13.5 Articles of Dissolution. When all debts, liabilities and obligations of the Company have been provided for or paid, and all remaining assets distributed to the Members as provided in Section 13.3, the Company shall file articles of dissolution with the Colorado Secretary of State pursuant to the Act.

ARTICLE XIV. RESTRICTIONS ON TRANSFERS

14.1 General Restrictions. The interest of each Member in the Company constitutes the personal property of the Member and may be transferred or assigned. However, if all of the other Members of the Company, other than the Member proposing to dispose of his or her interest, do not approve of the proposed transfer or assignment by unanimous vote or written consent, the

transferee of the Member's interest shall have no right to participate in the management of the business and affairs of the Company or to become a Member (unless such transferee is already a Member). The transferee shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

14.2 General Conditions on Transfer. No transfer of an ownership interest shall be effective unless all of the conditions set forth below are satisfied:

(a) If the proposed transfer is to a third party not a Member, the Company, first, and then the non-transferring Members shall have the first right of refusal to purchase the ownership interest at the same price and on the same terms as any third party not a Member has contracted to pay for the ownership interest. The Company shall exercise its right of first refusal on or before thirty (30) days after written notice of the proposed transfer, and if the right of first refusal is not exercised by the Company within that time, the Members shall have an additional thirty (30) days within which to exercise their right of first refusal as to all or a part of the interest proposed to be transferred, with closing to be scheduled on or before sixty (60) days after the date of exercise of the right of first refusal in writing by either the Company or the Member(s). If the Company or Member(s) does not exercise the right of first refusal, the ownership interest may be transferred to a third party subject to the general restrictions set forth in Section 14.1; provided, however, if the transfer of the ownership interest to the third party is not closed within one hundred eighty (180) days after notice of the proposed transfer is given to the Company, such ownership interest shall again be subject to the foregoing right of first refusal;

(b) Unless waived by the Company, the transferor or the transferee signs and delivers to the Company an undertaking in form and substance satisfactory to the Company to pay all reasonable expenses incurred by the Company and its Members in connection with the transfer (including reasonable fees of counsel and accountants and the costs to be incurred with any additional accounting required in connection with the transfer, and the cost and fees attributable to preparing, filing and recording such amendments to the Articles or other organizational documents or filings as may be required by law);

(c) The transferor has signed and delivered to the Company a copy of the assignment of the ownership interest to the transferee, in form and substance satisfactory to the Company;

(d) The transferee signs and delivers to the Company an agreement to be bound by this Agreement; and

- (e) The transfer is in compliance with the other provisions of this Article.

Notwithstanding the above, only the last two requirements will apply to the personal representative of a deceased Member's estate. Except for transfers at death or as otherwise agreed in writing by the transferor, transferee and the Company, the transfer of an ownership interest will be effective as of 11:59 p.m. (local time) on the last day of the month in which all of the above conditions have been satisfied. Upon the effective date, the Company will amend Section 5.2 to reflect the new ownership interests of all Members.

14.3 Secured Party. A Member may not grant a security interest in such Member's ownership interest to one or more persons (the "secured party") without the express written consent of the other Members. In no event will the Company have any liability or obligation to any person by reason of the Company's payment of a distribution to any secured party as long as the Company makes such payment in reliance upon written instructions from the Member to whom such distributions would be payable. Any secured party will be entitled, with respect to the security interest granted, only to the distributions to which the assigning Member would be entitled under this Agreement, and only if, as and when such distribution is made by the Company. In no event will the granting of a security interest in such Member's ownership interest give the secured party any membership or management interest in the Company, including the right to vote. Upon any foreclosure or other transfer in lieu of foreclosure of the ownership interest, the transfer will be subject to the other provisions of this Agreement.

14.4 Sale of Ownership Interest Upon Withdrawal. Upon the withdrawal of a Member as defined in Article 12, the Company, first, and then the remaining Member or Members may purchase, and the withdrawing Member or the withdrawing Member's personal representative shall sell, the withdrawing Member's ownership interest to the Company, another Member or Members at the purchase price as provided in Sections 14.5 and 14.6.

14.5 Purchase Price. Except as provided in Section 14.2, the purchase price to be paid for the ownership interests subject to this Agreement shall be equal to the value of the Company divided by the percentage of ownership interest proposed to be sold or transferred as of the date the price is to be determined.

14.6 Agreed Value. The value of the Company agreed to by the Members and the Company for the purpose of this Agreement is \$87,000.00. The parties to this Agreement shall review the Company's financial condition as of the end of each fiscal year and shall endeavor to determine by agreement of all the Members the Company's value, which, if agreed on, shall be the Company's value for purposes of this Agreement until a different value is agreed on or otherwise established under the provisions of this Agreement. If the parties are able to reach mutual agreement, they shall evidence it by placing their written and executed agreement in the

minute book of the Company. If no valuation of the Company has been agreed upon for purposes of this Agreement within twenty-four (24) months of the event requiring determination of value and the value of the Company cannot be agreed upon by all the Members of the Company or the successors in interest to the Members' interests, the value of the Company shall be determined by arbitration in the manner set forth in Section 15.4.

ARTICLE XV. GENERAL PROVISIONS

15.1 Amendment. This Agreement may be amended at any time and from time to time, but only by a written instrument signed by a majority of the Members based on their ownership interest.

15.2 Waiver of Certain Rights. The Members agree that irreparable damage would occur if any Member should bring an action in court to dissolve the Company. Accordingly, each Member accepts the provisions under this Agreement as such Member's sole entitlement on dissolution and liquidation of the Company and waives and renounces (to the fullest extent permitted by law) such Member's right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Company. Each Member further waives and renounces any alternative rights which might otherwise be provided by law upon the happening of an event of withdrawal under Section 12.2 with respect to such Member and accepts the provisions under this Agreement as such Member's sole entitlement upon the happening of such event.

15.3 Specific Performance. If any Member proposes to transfer all or any part of such Member's ownership interest in violation of the terms of this Agreement, the Company or any other Member may apply to any court of competent jurisdiction for an injunctive order prohibiting such proposed disposition except upon compliance with the terms of this Agreement, and the Company or any other Member may institute and maintain any action or proceeding against the Member proposing to make such transfer to compel the specific performance of this Agreement. Any attempted transfer in violation of this Agreement will be null and void and of no force and effect. Similar injunctive relief and specific performance may be obtained by the Company or any Member against any third party to compel compliance with the terms of this Agreement. The person against whom such action or proceeding is brought waives the claim or defense that an adequate remedy at law exists, and such person agrees not to urge in any such action or proceeding the claim or defense that such remedy at law exists.

15.4 Arbitration. Except as provided in Section 15.3, if any controversy or claim arising out of this Agreement cannot be settled by the Members, the controversy or claim will be settled by any individual or corporation selected by the written agreement of the Members or, if

they cannot agree, by arbitration in accordance with then applicable provisions of the commercial arbitration rules of the American Arbitration Association and pursuant to the Colorado Uniform Arbitration Act, as it may be amended, and judgment on such arbitration award may be entered in any court having jurisdiction.

15.5 Time and Notices. All notices will be made in writing, and all periods of time will begin or end on the day such notice is personally delivered to any recipient or will be deemed fully made and delivered on the earlier of five (5) days after being sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the Company or to any Member at the address indicated for such Member in the Company records (or at such other address as such Member may give to the others in writing) or the date of actual receipt as indicated on the return receipt. In computing the period of days, the date of personal delivery or date of deemed receipt of such notice will be included. Any Member may waive, in writing, any notice required to be given pursuant to this Agreement, whether before or after such required notice.

15.6 Binding Effect. Except as otherwise provided in this Agreement, this Agreement will be binding upon, and will inure to the benefit of, the Members and their personal representatives, successors and assigns. Any such personal representative, successor-in-interest or assignee will succeed to the benefits and burdens of such persons' predecessor-in-interest in proportion to the ownership interest transferred. No provision of this Agreement shall be enforceable by any creditor of the Company for such creditor's benefit.

15.7 Further Assurances. Without additional consideration, each Member agrees to sign, acknowledge and deliver any further instruments and documents as the Company determines to be necessary or desirable (a) to ensure its status as a limited liability company in any jurisdiction where it owns property or transacts business, or (b) to comply with any law, rule or regulation applying to the Company.

15.8 Waiver. No waiver, express or implied, by any Member with respect to any breach or default by any other Member in the performance of such Member's obligations under this Agreement will be deemed a waiver of any further or other breach or default by such other Member. Failure on the part of any Member to declare any other Member to be in breach or default, regardless of how long such failure continues, will not constitute a continuing waiver.

15.9 Entire Agreement. This Agreement sets forth the entire agreement and understanding with respect to the transactions contemplated by it, and supersedes all prior agreements, arrangements and understandings relating to its subject matter.

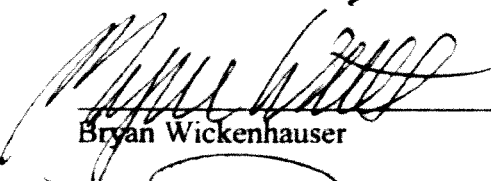
15.10 Multiple Counterparts. This Agreement may be signed in one or more identical counterparts, and all of such counterparts, when taken together, will be deemed to constitute the original of this Agreement.

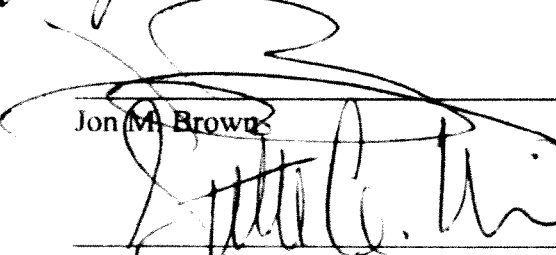
15.11 Headings. The section and other headings contained in this Agreement are inserted only as a matter of convenience and for reference, and do not affect, define or limit the scope, meaning, intent or interpretation of the text of this Agreement.

15.12 Miscellaneous. The laws of the State of Colorado will govern this Agreement and the construction of any of its terms. If any provision is unenforceable or invalid for any reason, the remainder of this Agreement will continue in effect. All pronouns (and any variation) will be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require or permit. The words "and" and "or" shall include the conjunctive and disjunctive, as the context may require or permit. The word "include" (and any variation) is used in an illustrative sense rather than a limiting sense.

DATED effective November 14, 2014.

MEMBERS:


Bryan Wickenhauser


Jon M. Brown

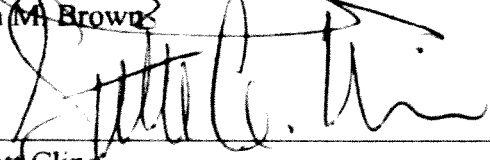

Scott Cline

EXHIBIT A

Bryan Wickenhauser	\$29,000.00
Jon M. Brown	\$29,000.00
Scott Cline	\$29,000.00

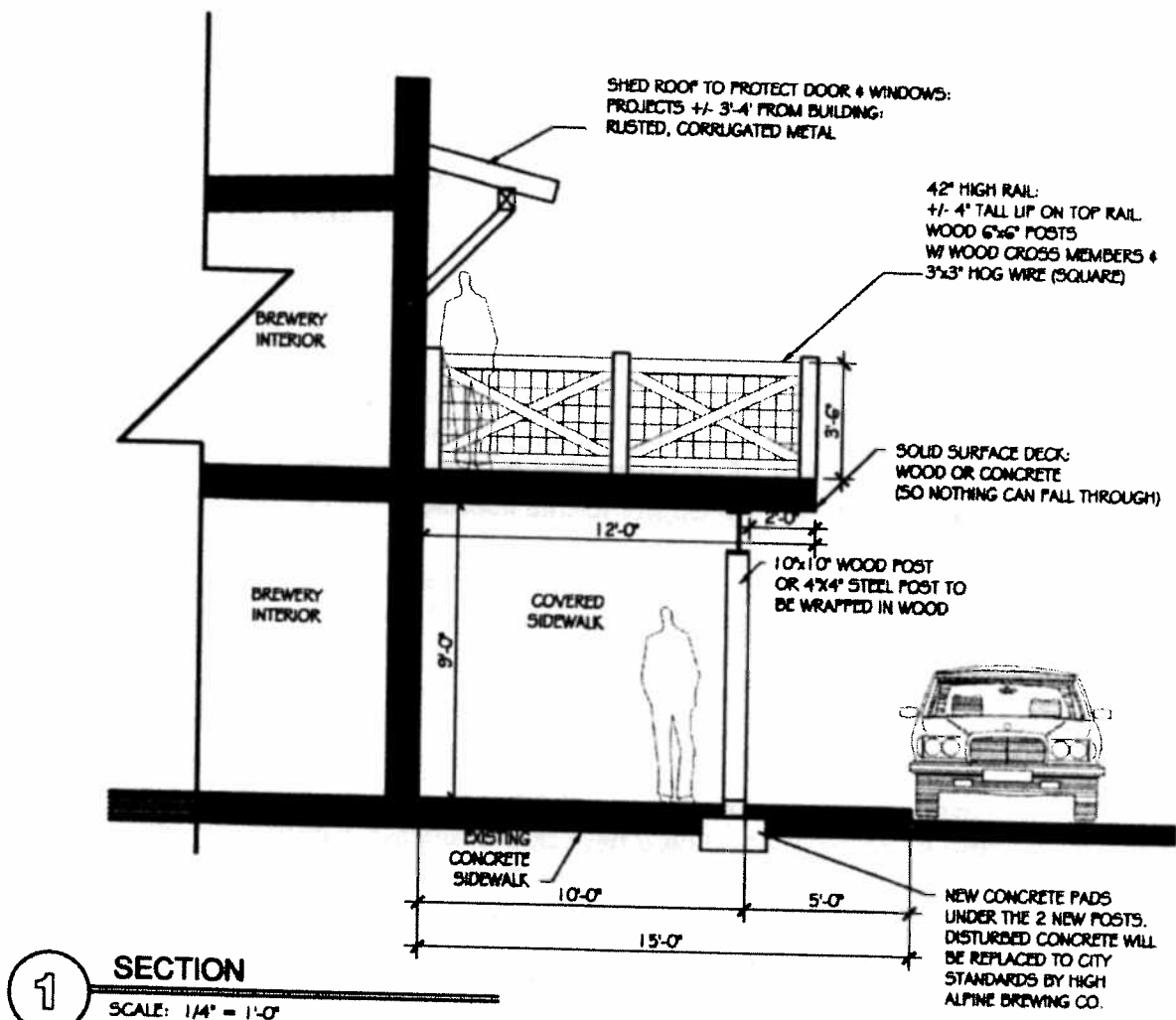
LICENSE AGREEMENT

THIS AGREEMENT, executed in duplicate by and between The City of Gunnison, Colorado, a municipal corporation, hereinafter referred to as Licensor ("LICENSOR"), AND Head Pin Holdings, LLC dba High Alpine Brewing Company hereinafter referred to as Licensee ("LICENSEE").

WITNESSETH, that, for and in consideration of **LICENSEE'S** promise to hold **LICENSOR** harmless as against claims of the public, evidence of which is incorporated hereto, and in consideration of other mutual promises recited herein, **LICENSOR** and **LICENSEE** hereby agree as follows:

1. **Temporary Nature.** Both parties hereto agree that anything licensed hereunder is by definition deemed to be temporary in nature. The **LICENSEE** further agrees that in the event **LICENSOR** demands removal of the subject of this License from public property, not to protest such decision in any manner.
2. **License to Use Public Property.** **LICENSEE** shall be, and hereby is, given a certain license to use certain public property, all of which such property is described in Exhibit "A" attached and incorporated hereto by this reference. Said Exhibit is initialed by the parties and bears even date herewith, upon the terms, conditions and limitations set forth in Exhibit "A", for the following purposes, to wit:

Construct and maintain a deck structure above the first floor which extends into the ROW a total of 12 feet from the existing building face and is 26 feet wide and 9 feet above the sidewalk; the second floor of the south building detail will also have a shed roof cover extending up to 4 feet from the building face into the Main Street ROW.





BUILT-IN BENCH

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BUILT-IN

Abstract

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[illegible]

12-0

42" HIGH RAIL
+/- 4" TALL LIP ON TOP RAIL
WOOD 6"x6" POSTS

**UNCOVERED
SIDEWALK
BELOW**

42" HIGH RAIL
+/- 4" TALL LIP ON TOP RAIL
WOOD 6"x6" POSTS

BALCONY PLAN

NOT TO SCALE

NOTES

1. TABLE & CHAIR LAYOUT IS APPROXIMATE.

MB

HIGH ALPINE BREWING CO

||| NORTH MAIN

CUNNINGHAM, COLORADO

NAME	J.D.
ADDRESS	-
PHONE	214-345-1212
TELE	
DOB	05/11
SSN	A-2
CT	
STATE	

3. **Repair and Maintenance.** In the event that **LICENSEE** hereby shall have been given permission to situate improvements on or affix them to the aforesaid real property, **LICENSEE** shall keep said improvements in good repair, and shall maintain them with such reasonable regularity and by such reasonable means and in such reasonable manner as to prevent them from being or becoming unsightly or otherwise detractive in general appearance of adjacent property or of all property within the City, generally.
4. **Indemnity, Insurance.** By execution hereof, the **LICENSEE**, for itself and its heirs, successors, representatives, and assigns, hereby agrees to indemnify and save harmless the **CITY**, and its officers, agents, and employees, against any and all claims for personal injury or property damage, including reasonable attorney's fees arising out of or connected in any way with the **LICENSEE'S** use of the **CITY's** property to this license.

LICENSEE hereby gives to the **CITY** its assurance and promise to hold **CITY** harmless from any and all liability arising from harm to the public, whether in the form of property damage or bodily injury resulting from the erection and placement of the aforesaid improvements upon public property, or the use of the public property by **LICENSEE**. The **LICENSEE** also shall carry liability insurance to protect the public from injuries sustained by reason of the erection of and placement of the aforesaid improvements or use of the public property, and the coverage limits thereof shall be at least \$350,000.00 for property damage or bodily injury, including death, per person, and \$900,000.00 for property damage or bodily injury, per occurrence. The **CITY** shall be named as an additional insured on said policy of insurance and be provided with a certificate evidencing compliance with this requirement. Upon

written notice by the **CITY** to the **LICENSEE** of a change in the limits of governmental liability pursuant to the "Colorado Governmental Immunity Act" (C.R.S. 24-10-101, et. seq.) or any other similar or successor legislation, **LICENSEE** shall, within twenty days of such notice, obtain and provide proof of insurance complying with the change in liability limits. The **LICENSEE** also shall provide such certificates annually or otherwise, as the case may be, for any and all renewals or extensions of the terms of such coverage.

5. **Forfeiture Removal.** If and whenever the **LICENSEE** shall have refused or otherwise failed to hold **LICENSOR** harmless and carry insurance as provided hereinabove, or whenever the City Council shall have determined that said public property or any portion thereof is needed by **LICENSOR** for other purposes, then, in that event, the privileges granted hereby to the **LICENSEE** automatically shall terminate. In that event, the **LICENSEE** upon written demand by **LICENSOR**, shall cause said improvements to be removed from public property at its own expense within a reasonable time period indicated in the notice. If **LICENSEE** shall have refused or otherwise failed to cause said improvements to be removed within a reasonable time after receipt of written demand therefore by **LICENSOR**, then in that event, **LICENSOR** shall have the right to remove the improvements or cause them to be removed, and **LICENSEE** shall be liable to **LICENSOR** for its costs therein.
6. **Privileges Personal to License.** This License is personal to the **LICENSEE**, and the privileges herein granted shall not inure to or for the benefit of the **LICENSEE's** successors or assigns.
7. **Snow Removal.** The use of licensed area shall not interfere with snow removal operations by **LICENSOR** on the City streets. **LICENSEE** shall be responsible for removing all snow from the licensed area in such fashion and manner as not to interfere with City traffic or to violate any City ordinance then in effect.
8. **Entirety of Agreement, Modifications.** The making, execution and delivery of this agreement by the **LICENSEE** has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understanding, written or oral, in effect between the parties, relating to the subject matter thereof.

This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereunto affix their respective signatures on the dates appearing opposing thereto:

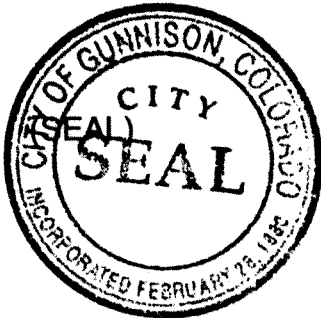
THE CITY OF GUNNISON, COLORADO
LICENSOR

Robert Drexel
Robert Drexel, Mayor

DATE: 04/16/2015

ATTEST:

Gail A. Davidson
City Clerk



STATE OF COLORADO)
COUNTY OF GUNNISON) SS.

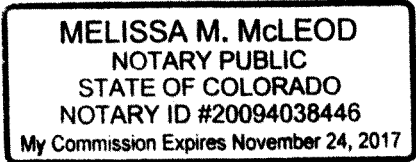
The foregoing License Agreement was subscribed to me this 16th day of April, 2015, by Robert Drexel, Mayor for the City of Gunnison and by Gail A. Davidson, City Clerk for the City of Gunnison.

My Commission Expires: 11-24-2017

WITNESS my hand and official seal:

(SEAL)

Melissa M. McLeod
Notary Public



.....

LICENSEE

Brian Wickenhauser, High Alpine Brewing Company

DATE: _____

STATE OF COLORADO)
COUNTY OF GUNNISON) SS.

The foregoing License Agreement was subscribed to me this ____ day of _____, 2015, by Brian Wickenhauser, High Alpine Brewing Company.

My Commission Expires: _____

WITNESS my hand and official seal:

(SEAL)

Notary Public

.....

EXHIBIT "A"

To that certain License Agreement

Between

The City of Gunnison, Colorado, LICENSOR,

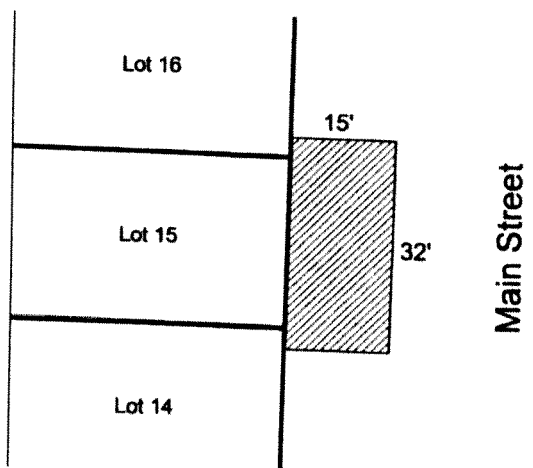
And

High Alpine Brewing Company, LICENSEE,

Which License Agreement is dated: April ____, 2015

THE REAL PROPERTY which the Licensee is permitted by the aforesaid License Agreement to use is described more particularly as follows:

A portion of the Main Street right-of-way adjacent to the east line of Lots 14-16, Block 21, Original Gunnison, beginning at a point 3 feet south of the southeast corner of lot 15, along said east line, thence east 15 feet, thence north 32 feet, thence west 15 feet, thence south 32 feet along said east line to the point of beginning.



SUBJECT TO:

1. Construction of this deck and shed roof shall be subject to issuance of a building permit.
2. The building permit application shall include detailed construction drawings and the plan must be stamped by a registered engineer licensed in the State of Colorado.
3. The deck layout shall be constructed as presented in this document (balcony layout) with bench seating and railing design that does not accommodate the placement of drinks or other items that may fall onto the sidewalk.
4. Glassware or other breakable items are prohibited on the deck.
5. This license agreement shall not be effective until proof of adequate insurance coverage, as required by paragraph 4 of this agreement is provided to the Community Development Director.

Initialed by LICENSOR:

Date: 4/16/2015

Initialed by LICENSEE: _____

Date: _____